

BILL NO. S-78-08- 31

SPECIAL ORDINANCE NO. S- 151-78

AN ORDINANCE approving an Agreement to purchase Real Estate from Ronald G. and Sherrell B. Staker for Neighborhood Care, Inc.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement to purchase Real Estate dated August 8, 1978, between the City of Fort Wayne, by and through its Mayor and Neighborhood Care, Inc., and Ronald G. and Sherrell B. Staker, for:

Lot #234, Drexel Park Addition
for the total cost of \$6,400.00, all as more particularly set forth in said agreement which is on file in the Office of Neighborhood Care, Inc., and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. Dwyer
Councilman

APPROVED AS TO FORM
AND LEGALITY,
Thomas J. Benson
CITY ATTORNEY
C. Benson

Read the first time in full and on motion by Hinga, seconded by

J. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-22-78

Charles W. Wisternman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-TOTAL</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 9-12-78

Charles W. Wisternman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-151-78 on the 12th day of September, 1978.
ATTEST: (SEAL) Samuel J. Talarico

Charles W. Wisternman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of September, 1978, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Wisternman
CITY CLERK

Approved and signed by me this 15th day of September, 1978, at the hour of 2:30 o'clock P M., E.S.T.

Robert Elmstrong
MAYOR

Bill No. S-78-08-31

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving an Agreement to purchase Real Estate from Ronald G. and Sherrell
B. Staker for Neighborhood Care, Inc.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance So PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

William T. Hinga
Vivian G. Schmidt
John Nuckols
Paul M. Burns
Fredrick R. Hunter

6-12-78 CONCURRED IN
DATE 6-12-78 CHARLES W. WESTERMAN, CITY CLERK



GEORGE J. ADAMS • Appraisals

6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

7/21/78

Mr. Harold Lewis
Neighborhood Care Inc.
880 City/County Building
One Main Street
Fort Wayne, IN

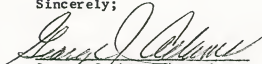
Dear Mr Lewis;

Pursuant to your request, I have personally inspected the site located at 3125 Robinwood Avenue, Fort Wayne, IN.

Having made an analysis of matters considered pertinent to estimating fair market value, I enclose herein the results of that estimate.

Please call with all questions.

Sincerely;


George J. Adams-Appraiser

NEIGHBORHOOD DATA;

The subject neighborhood is located approximately 3100 South and 1400 East of the center of the City of Fort Wayne, IN.

Schools, Churches, Shopping and service facilities are available to the area and convenience to most is good, although some are located outside of the immediate area.

The neighborhood is zoned predominately residential and is thus composed chiefly of older single family residences. Construction is principally of frame construction and average age is approximately 50 years.

The Real Estate market appears very weak and slow. Demand is very low and although subject appears as a maverick in an area of predominately much older residences and of mostly 2 story styling, competition is suffered from other areas where inventory exceeds demand for housing similar to subject. These factors reflect detrimentally on value.

ASSESSED VALUATION AND TAXES;

The subject is currently assessed at \$470 for the land and \$1390 for the improvements. The current tax rate for Wayne Township is \$10.569. Thus the tax expense for the subject would be \$196.58, Not considering exemptions or adjustments. These taxes are typical for the area and exert no detrimental influence on value.

DESCRIPTION OF PROPERTY;

The subject comprises a rectangular parcel of land. The site has a frontage along Robinwood Avenue of 36 feet and a depth of 128 feet.

The subject consist of two buildings, one of which is a 20X22 wood frame garage. Interior walls are unlined, floor is of concrete and roofing is of asphalt shingle. Access is provided by Holton Avenue and a 16 foot overhead door. Age is Approximately 25 years and condition is relatively good.

The second building is a frame constructed single family residence, constructed over a concrete slab foundation. Exterior is of asbestos shingle siding, galvanized gutters and asphalt shingle roof. Front portion of roofing reflects relatively recent replacement of shingles. Rear portion still appears as original with only minimal remaining life. Interior is of drywall walls and ceiling and asphalt tile flooring. Total improved living area comprises 738 square feet. Age is approximately 30 years and fair condition reflects a primary need for rededicating and some repairs. Tile flooring and kitchen cabinet top especially, reflect much wear and tear and/or poor condition.

Plumbing, heating and electrical systems appear relatively modern with appearance of proper operating condition.

Weak market, age and condition combine to create a large loss in value.



GEORGE J. ADAMS • Appraisals

3211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

REPORT OF APPRAISAL

MADE FOR Neighborhood Care Inc. 880 City/County Building, Fort Wayne, IN

LOCATION: 3125 Robinwood Avenue, Fort Wayne, IN

LEGAL DESCRIPTION: Lot #234, Drexel Park Addition

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property in fee simple as of this date.

"Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used."

OPINION OF VALUE

Appraised Value — Land	\$	<u>700.00</u>
Appraised Value — Improvements	\$	<u>5700.00</u>
Estimated Fair Market Value	\$	<u>6400.00</u>

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. It is assumed that the legal description furnished is correct and that the title to the real estate is good and merchantable. Existing liens and encumbrances, if any, have been disregarded in this appraisal, and the property has been appraised as though free and clear.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

Possession of this report does not carry with it the right of publication nor may it be used for any purpose by any one except to whom it is addressed except with the previous written consent of the appraiser and the client. The appraiser shall not be required to give testimony or to appear in any Court by reason of this appraisal without previous arrangements having been made therefor.

CERTIFICATION

I hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors affecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property.

DATE 7/21/78


George J. Adams-Appraiser

ESTIMATE OF VALUE BY THE MARKET APPROACH;

Market approach is generally defined as that method whereby the subject is compared to recent sales of similar properties, adjusting for those differences considered pertinent to value.

COMPARABLES;

Property	SqFt	Sty	Rms	Brs	Baths	Constr	Car	Age Cond	Price	Date	Fin
SUBJECT	738	1	5	2	1	Wd/Frm	2D	30F			
2603 Reed St.	822	1	4	2	1	Wd/Frm	-0-	29F	8000	4/78	Conv.
432 Boltz St.	1040	1	5	3	1	Wd/Frm	-0-	21F	8500	6/78	Conv.
3316 Monroe St.	700	1	4	2	1	Al/Frm	2D	27G	10400	5/78	Conv.

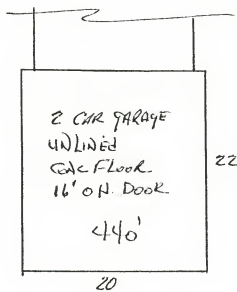
	#1	#2	#3
Size/Rm Count	8000	8500	10400
Age/Condition	- 900	- 3400	+ 400
Finance		- 1000	- 2000
Basement	- 3000		- 500
Garage	+ 2100	+ 2100	
Carpeting			- 300
Siding			- 1000
Land	- 200		- 200
SUBJECT	\$6300	\$6200	\$6800

CORRELATION;

All comparables have good similarity and bracket the subject, therefor, giving equal emphasis to all three comparables as reflecting a valid indication of value, I am of the opinion, that as of July 21, 1978, the fair market value of the subject was;

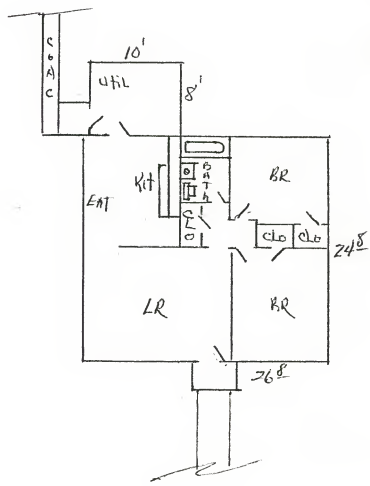
SIX THOUSAND FOUR HUNDRED (6400) DOLLARS

DRAWING

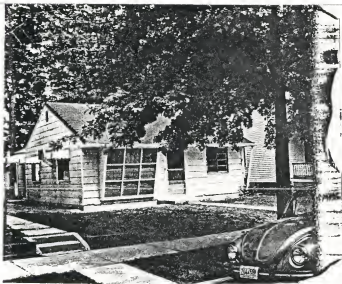


1 STORY FRAME STRUCTURE
OVER CONCRETE SLAB

TOTAL IMPROVED LIVING AREA
738'

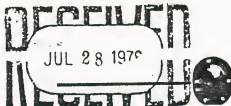


Photo's



TOM BILL

T. L. Bill Real Estate



REAL ESTATE APPRAISEMENT

APPRAISER - REALTOR

FOR

Neighborhood Care
Attn: Harold Lewis

THOMAS L. BILL

PROPERTY IDENTIFICATION

LOCATION:
3125 Robinwood, Ft Wayne, Indiana
Owner: Staker

LEGAL DESCRIPTION:
Lot 234 Drexel Park Addition
Lot size: 36 x 123

PHYSICAL DESCRIPTION:
One story frame dwelling containing 778 sq ft of living area. Four total rooms (1R, K, 2BR). One full bath. Constructed on concrete slab foundation. Interior is panel and in fair condition. Exterior is asbestos sided and roof asphalt shingled. Exterior is in fair condition. A 440 sq ft two-car garage is located to rear of dwelling. This is in fair condition. Structures are located on level lot with good drainage.

P.O. Box 5375
Fort Wayne, Indiana 46805

(219) 483-2330

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property as of this date.

"Market Value" is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used.

OPINION OF VALUE

Appraised Value — Land	\$ 1200
Appraised Value — Site Improvements & Extras	\$ 550
Appraised Value — Improvements	\$ 650
Estimated Market Value	\$ 8100

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. Existing liens and encumbrances, if any, have been disregarded and the property has been appraised as though free and clear. It is assumed that the legal description furnished us is correct and that the title to the real estate is good and merchantable.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

The fee for this appraisal does not provide compensation for conference or testimony or attendance in court nor shall this appraiser be required to give testimony or to appear in any court by reason of the appraisal without previous arrangements having been made therefor.

CERTIFICATION

I do hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors affecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property. The sole compensation for the employment, being a fair professional fee.

APPRAISER

Thomas L. Bill

DATE July 24, 1976

COMMENTS: Site Improvements and Extras (Depreciated Value)

Site improvements \$400
Window Ac 75
Awnings 50
Porches 25

\$ 550

ESTIMATED REPLACEMENT COST:

MAIN BUILDING - LIVING AREA	778	SQ. FT. @ \$ 18.56	\$ 14439
BASEMENT		SQ. FT. @ \$	\$
EXTRAS			\$ 14439
ESTIMATED REPLACEMENT COST OF MAIN BUILDING			\$
LESS DEPRECIATION:			
PHYSICAL DEPRECIATION	40 %		
FUNCTIONAL OBSOLESCENCE	2 %		
ECONOMIC OBSOLESCENCE	10 %		
TOTAL DEPRECIATION	52 %		\$ 7503
DEPRECIATED VALUE - MAIN BUILDING			\$ 6931
DEPRECIATED VALUE - GARAGE			\$ 1200
DEPRECIATED VALUE - SITE IMPROVEMENTS & Extras			\$ 550
TOTAL DEPRECIATED VALUE - ALL IMPROVEMENTS			\$ 8681
LAND VALUE			\$ 1200
VALUE BY COST APPROACH			\$ 9681
ROUND OFF TO		\$ 9900	

MARKET APPROACH TO VALUE

ADDRESS	4004 Robinwood	+	-	2003 Evans	+	-	2017 Millsie	+	-
DATE SOLD	5/78	25		5/78	25		4/78	40	
LOT SIZE	36x128		400	44x107		500	40x136x5		200
STYLE	1st			1st			1st		
CONDITION	GD		1500	GD		1400	GD		1200
BEDROOMS	2			2			2		
BATHS	1			1			1		
SF/LA	704	375		576	800		720	230	
GARAGE	No	1200		No	1200		No	1200	
Location			500						
Appliances		75			75				
Carpet					200				300
Fence									200
							VA Points		500
TOTAL + or -	\$ -300			\$ -50			\$ -500		
SALE PRICES OF COMPARABLES	\$ 9900			\$ 8900			\$ 8900		
INDICATED VALUE(S)									
BY MARKET APPROACH	\$ 8200			\$ 8900			\$ 7970		

CORRELATION OF VALUES INDICATED BY COST AND MARKET APPROACH:

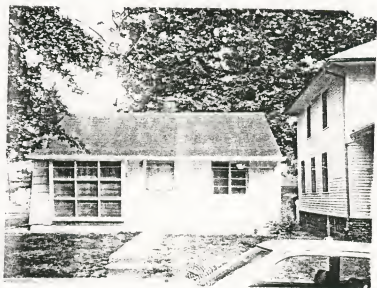
The cost approach indicates a value of \$9900. The market approach indicates a value of \$ 8100. The income approach was not used. Present value is determined to be \$8100

VALUE CONCLUSION: LAND \$ 6900 IMPROVEMENTS \$ 1200 TOTAL \$ 8100

THOMAS L. BILL
REAL ESTATE APPRAISER
P. O. Box 5375
Fort Wayne, Indiana 46805
(219) 483-2330

PHOTOGRAPHIC VIEW
3125 Robinwood
Ft Wayne, Indiana

FRONT VIEW
West to East



STREET VIEW
North to South



APPRAISAL REVIEW SUMMARY SHEET

TYPE OF IMPROVEMENT:

~~DUPLEX~~

SINGLE

~~TWOXMINES~~

APPRAISERS:

Adams

Bill

MARKET DATA APPROACH:

COMPARABLES

3

3

VALUE INDICATED

6400

8100

FINAL VALUE ESTIMATE:

LAND

1225

IMPROVEMENTS

6025

TOTAL

7250

The reviewer has averaged the two values of the appraisers. His recommended or suggested purchase price is 7250.

August 8, 1978
(DATE)

Harold Lewis
Harold Lewis
Real Estate Specialist

Aug. 8, 1978

Neighborhood Case

In regards to the letter from you,
stating appraisals of property at
3125 Robinwood, of 8,100 and 6,400.
I would be willing to accept the
lower appraisal of 6,400.

Thank you for your time and
effort.

Sincerely
Ronald E. Staker
(by mother)
Shirley B. Staker



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

community development & planning

August 8, 1978

Mr. & Mrs. Ronald Staker,
3125 Robinwood Dr.
Fort Wayne, Ind. 46806

Dear Mr. & Mrs. Staker,

This is in regards to your property located at 3125 Robinwood Dr. Two appraisals were made, one for \$6,400 from Mr. George Adams, the other for \$8,100 from Mr. Thom Bill. The average of these two appraisals comes out to be \$7,250.

Due to the high appraisals Neighborhood Care, Inc. is no longer interested in your property. If you have any questions or wish to discuss this matter further please feel free to call me at 423-7431. Thank you for getting in touch with us on your property. Sorry we could not work something out.

Sincerely,

Harold Lewis
Real Estate Specialist

*Received Aug. 8, 1978
Shirley B. Staker
for
Ronald S. Staker*



THE CITY OF FORT WAYNE
COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

Dear Mr. & Mrs. Staker,

This is to confirm our meeting on 7/17/78 in regards to your property at 3125 Robinwood Dr., which we intend to acquire.

Neighborhood Care, Inc. wishes to purchase the above mentioned property for a sum of \$7250.00.

Your attention is directed to the fact that Neighborhood Care, Inc. has made a most conscientious effort to establish the fair market value of the property. To do this, two separate and independent appraisals have been made by highly qualified appraisers. Each appraisal report has been carefully reviewed and the property inspected by members of Neighborhood Care, after which, a price was then established in accordance with state statutes by taking the average of the two appraisals. Enclosed, for your information, is a summary statement of the basis for the amount established as just compensation for your property.

Only after all these steps have been taken, can we offer a purchase price to you or any other property owner. In carrying out this project, it is the policy of Neighborhood Care, Inc. to make a direct offer of the maximum approved price to every property owner without preliminary negotiations or any sort of bargaining. This policy is based on the belief that every property owner should receive no less than full fair market value for his holdings.

Should you find our offer acceptable, it is requested that both copies of the two enclosed Agreement to Purchase Real Estate be executed by the appropriate individuals indicated and returned to this office as soon as possible. Once this option has been approved by the Board of Directors of Neighborhood Care, Inc., a copy will be forwarded to you for your records and a closing can be arranged. If, however, our offer does not prove acceptable, it would be appreciated if you would advise us in writing, on or before 8/15/78.

Sincerely,

Ethel E. Watson
Director

EEW/ejg
ENC:

AN EQUAL OPPORTUNITY EMPLOYER



LAND ACQUISITION STATEMENT

Your property (s) has been appraised by two independent appraisers to determine a just and reasonable price for acquisition. At that time, you or your designated representative were given the opportunity to accompany each appraiser during his inspection in order that all facts may be known for preparation of fair appraisals.

Neighborhood Care, Inc. will make every reasonable effort to acquire real property quickly and by negotiated sale. Just compensation for all property interests acquired shall be paid and acquisition activities shall be conducted in a manner that minimizes hardships to owners and tenants. All owners and tenants can be assured of consistent treatment.

Just compensation for each property is determined by Neighborhood Care, Inc. and is established by the average of the two appraisals. The amount of just compensation that will be offered to you at the time of acquisition and confirmed in writing, will not be less than approved appraisal of the fair market value.

If you, as owner, feel that Neighborhood Care Inc.'s offer does not represent the true value of your property, you can refuse to accept it. It will then be your responsibility to present evidence that there should be a change in the offering price.

Any outstanding loans and liens on the property must be paid prior to or at the time of settlement. Our representative will discuss these arrangements with you at the time of negotiations.

If you should have any questions regarding these or any other matters, please feel free to contact Neighborhood Care, Inc., 8th Floor, City/County Building or call 423-7431. The office is open from 7:30 A.M. to 4:30 P.M., Monday through Friday, during the summer months and reverting back to 8:00 A.M. to 5:00 P.M. in September.

DATE: August 8, 1978

to: Mr. & Mrs. Ronald Staker

OWNERS

10. I, John J. Smith, do hereby agree to purchase from you for the sum of \$ 7250.00, the real estate in Allen county.

Indians commonly known as 3125 Robinwood Dr. the legal description of which is:
Lot 234 Drexel Park Addition

I WILL PAY SAID SUM OF \$ 7250.00 , FOR SAID PROPERTY UPON THE FOLLOWING TERMS: \$ 7250.00

cash upon delivery to me of a properly executed Warranty Deed for said property. Subject, however, to my ability to obtain within _____ days

from the date hereof a _____ mortgage loan upon said property in an amount of not less than \$_____. Failure to obtain such financing within said period of time shall render this Agreement null, void and of no force and effect, and any earnest money deposited hereunder shall be refunded to me without delay. I agree to make immediate application for such financing.

I shall assume and agree to pay the unpaid balance of an existing mortgage upon said property, which mortgage is held by

as Mortgage, the approximate balance of which is:

5. At the final closing of this transaction I shall pay to you the balance of the purchase price in cash and will, in addition, thereon, reimburse you in cash, for any accumulated escrow funds, upon the proper assignment of same by you to me. At the time of final closing, you shall deliver to me a properly executed Warranty Deed for said property, which shall be subject to the unpaid balance of said mortgage indebtedness.

Payment of the sum of \$ _____, in cash, upon the execution of a land contract acknowledging payment of that sum.

and calling for the payment of the remainder of the purchase money in monthly payments of not less than \$ _____ dollars per

month including _____ % interest, computed _____ plus taxes and insurance. Land Contract to be written upon the
Allen County Bar Association form unaltered.

THIS AGREEMENT TO PURCHASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Tax Agreement 1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in ~~NOV~~ (November), 19 79, and all subsequent taxes, and I shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

Survey 2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of all improvements located thereon, as of the date hereof.

3. Prior to the execution of the (Warranty Deed) (Easement Deed) you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement of Purchase, disclosing a marketable title in you. I will have said abstract examined by my attorney, and if he reports a marketable title in you, you will have a reasonable delay. You will have a reasonable time meet such requirements, may, by agreement, to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title.

adoption by the Allen County Indiana Bar Association.

[illegible]

5. Possession of said real estate shall be delivered to me on or before A/C. Rents, if any, shall be pro-rated, and insurance shall be (p.2006) (cancelled), as of the date of closing. You will pay all charges for utility services furnished said premises until the possession is surrendered to me.

6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, ar

_____, If any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances, at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

7. I hereby represent that my Intended use of the said real estate requires a zoning classification of RI and that I have paid for and free of liens and encumbrances, at the time I accepted title to said real estate, either directly or indirectly, the full and complete purchase price of said real estate.

Inspection of

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms & conditions as stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

9. I hereby deposit with your Agent, _____, the sum of None dollars or the equivalent thereof in this transaction, and upon your written acceptance of this Agreement, the sum shall be held in trust for the benefit of both you and me, our heirs and personal representatives.

_____, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement.

Purchase, I will deposit with your said agent additional earnest money in the sum of \$ None, all of which earnest money to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by you on or before the 15 day of August, 1978, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. This Agreement to Purchase is accepted by you and you fail to complete this purchase contract means that I will be forced to sell this property to the highest bidder, and you will be responsible for the loss of the earnest money.

Contingent upon approval of the Governing Body of the City of Fort Wayne

Buyer: Phil C. Watson

D.B.A. Neighborhood Care, Inc.

Address: _____

Address:

Phone: _____

Phone: _____

Receipt of Earnest Money. I, _____, Agent for the owners of the property herein described, her
acknowledge receipt of earnest money deposit in the sum of \$ _____, made by the above Offeror, to be
by me in escrow according to the terms of the above Agreement to Purchase.

Dated this _____ day of _____, 19____

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by terms and conditions thereof. We were offered \$7200 by the city of Tortuga

but we would like to sell the property, at 3125 Robinson for \$6,400.

_____ and also agree to pay our said agent a commission of _____, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposited in escrow until the final closing of this transaction.

Dated this 9 day of August, 1978.

Seller: Ronald H. Staker

Seller: Sharon Staker

Address: Bay (Colonel) B. Staker

Address

Phone: (power of attorney) Phone: _____

I, _____, Agent for the owners of the property herein described, in
acknowledge receipt of earnest money deposit in the sum of \$ _____, made by the above Offeror,
held by him in escrow according to the terms of the above Agreement to Purchase.

Witness my hand and seal this _____ day of _____, 19____.

SUMMARY STATEMENT OF THE BASIS
FOR JUST COMPENSATION

3125 Robinwood

The parcel to be acquired consists of the following described property with the buildings thereon:

Lot 234 Drexel Park Addition

The real property for which the offer of just compensation was made and which were considered by the appraisers in establishing a fair market value for your property include:

Lot size 36 x 128

20 x 22 wood frame garage--condition good

One story house 738 sq ft. approximately 30 years old.

4 rooms--2 bedrooms--one bath--utility room

Build on slab

Exterior --asbestos shingle

The fair market value which was approved by Neighborhood Care, Inc. is being offered to you is \$ 7250.00 for the above described property improvements. This amount represents the full amount believed by Neighborhood Care, Inc. to be just compensation for the property. In accordance with state statute, Neighborhood Care, Inc. determination of just compensation is not less than the average of two independent appraisals conducted by competent professional appraisers for the fair market value of the property and is based on an inspection of the property.

In arriving at the acquisition price for any property, Neighborhood Care, Inc., nor the appraiser have reduced or increased the value of the parcel as a result of the area being designated for renewal. Increases or deductions in the value are based solely on physical deterioration.

If there are separately held interests in the property to be acquired, an apportionment of the total just compensation will be made based on Neighborhood Care, Inc. review of the appraisal. If any buildings, structures, fixtures, or other improvements comprising part of the real property are the property of a tenant, the total compensation for the property, including the property of such tenant shall be apportioned to the tenant and the owner so that the amount apportioned to the tenant's improvements and interest will be the greater of:

1. The fair market value of the tenant's leasehold estate in the property.
2. The amount the tenant's improvements contribute to the fair market value of the real property.
3. The fair market value of the tenant's improvements for removal from real property.

In light of the preceding information, Neighborhood Care, Inc. has set the previously stated amount as the acquisition price for your property.

DIGEST SHEETTITLE OF ORDINANCE Appropriation Ordinance*S-78-08-31*DEPARTMENT REQUESTING ORDINANCE C D & P Neighborhood Care, Inc.SYNOPSIS OF ORDINANCE Allow Neighborhood Care, Inc. to purchase propertyat 3125 Robinwood Dr.EFFECT OF PASSAGE Neighborhood Care, Inc. would purchase property at3125 Robinwood Dr.EFFECT OF NON-PASSAGE Neighborhood Care, Inc. would not purchase propertyat 3125 Robinwood Dr.MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$6,400.00

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: August 9, 1978*Twine*